

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351404

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPP Limited		06/01/2015	CORPORATION: ENGLAND
RECEIVING PARTY DATA			
Name:	IPAT Holdings Limited		
Street Address:	Elsfield Hall, 15-17 Elsfield Way		
City:	Oxford		
State/Country:	ENGLAND		
Postal Code:	OX2 8EP		
Entity Type:	CORPORATION: ENGLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3316579	IPI	
Registration Number:	3034850	HCSI	
Registration Number:	3107492	HPP/SQ	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6123325300		
Email:	kschultz@merchantgould.com		
Correspondent Name:	Christopher J. Schulte		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
ATTORNEY DOCKET NUMBER:	15789.0001US02		
DOMESTIC REPRESENTATIVE			
Name:	Christopher J. Schulte		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
NAME OF SUBMITTER:	Christopher J. Schulte		
SIGNATURE:	/Christopher J. Schulte/		

OP \$90.00 3316579

DATE SIGNED:

08/14/2015

Total Attachments: 9

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DATED *18 June* 2015

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

between

OPP LIMITED

and

IPAT HOLDINGS LIMITED

THIS ASSIGNMENT AGREEMENT is dated *8 June* 2015

PARTIES

- (1) **OPP Limited**, a company incorporated and registered in England and Wales with company number 2218212 whose registered office is at Elsfield Hall, 15-17 Elsfield Way, Oxford OX2 8EP (“Assignor”).
- (2) **IPAT Holdings Limited**, a company incorporated and registered in England and Wales with company number 9474604 whose registered office is at Elsfield Hall, 15-17 Elsfield Way, Oxford OX2 8EP (“Assignee”).

BACKGROUND

- (A) The Assignor owns the intellectual property rights in the: (i) Hilson and IPI psychometric instrument; and (ii) the PRB psychometric instrument and all works, materials, data, research and other information related thereto (“the Works” as hereinafter further defined); and
 - (B) The Assignor has agreed to assign to the Assignee the intellectual property rights in the Works,
- subject to and on the terms set out in this Agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement:

Assigned Rights: all the Intellectual Property Rights embodied in the Works including, without limitation, those set out in Parts A and B of Schedule 1;

Effective Date: 1st June 2015;

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up including look and feel, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Works: All instruments, materials and other information related to: (i) the Hilson business and assets of psychometric instruments for pre-employment testing and promotional and managerial assessments, including, without limitation, those acquired by OPP Limited from Hilson Research, Inc. and Robin Inwald under an Asset Purchase Agreement between the parties dated 8 March 2007 (APA), and in

relation to which the assets comprise various psychometric instruments under the Hilson, Inwald, IPI and other titles, together with associated intellectual property, information, know-how, research, data and other tangible and intangible assets; and (ii) the PRB (Personnel Reaction Blank) psychometric instrument including, without limitation, those acquired by OPP Limited from Harrison Gough, Richard Arvey and Pamela Bradley under an assignment agreement dated 9th February 2004 and in relation to which the works comprise questionnaire, scoring instructions, technical manual, norms and narrative report, together with associated intellectual property, information, know-how, research, data and other tangible and intangible assets; and

VAT: value added tax chargeable under the Value Added Tax Act 1994.

1.1 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement.

1.2 This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

2. ASSIGNMENT

In consideration of the sum of £670,000 (six hundred and seventy thousand pounds Sterling) (receipt of which the Assignor hereby expressly acknowledges), the Assignor hereby assigns to the Assignee, with effect from the Effective Date, absolutely all its right, title and interest in and to the Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the trademark or other registrable applications comprised in the Assigned Rights;
- (b) all goodwill attaching to the trademarks and in respect of the business relating to the goods or services in respect of which the trademarks are registered or used; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Agreement.

3. VAT

All payments made by the Assignee under this Agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or

deemed taxable supply provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

4. FURTHER ASSURANCE

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

5. LIABILITY

The Assignor excludes all liability to the Assignee, to the fullest extent permissible by law, which may arise in relation to the Assigned Rights after the date of this Agreement, whether arising from negligence or otherwise.

6. ENTIRE AGREEMENT

- 6.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

7. VARIATION

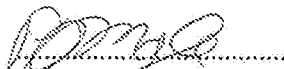
No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8. GOVERNING LAW AND JURISDICTION

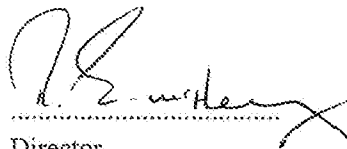
This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

Signed by **DR PENNY MOYLE**
for and on behalf of
OPP LIMITED


.....
Director

Signed by **DR ROBERT MCHENRY**
for and on behalf of
IPAT HOLDINGS LIMITED


.....
Director

Schedule 1 Intellectual Property Rights

A. HILSON AND IPI

1. Tests (including associated scoring, norming and reports):

- Inwald Personality Inventory (IPI) and Revised version (IPI-2)
- Inwald Survey 5 (IS5) and Inwald survey 5-R (IS5R)
- Inwald Survey 2 (IS2) and Inwald Survey 8 (IS8)
- Inwald Survey 10 (IS10)
- Hilson Life Adjustment Profile (HLAP)
- Hilson Safety/ Security Risk Inventory (HSRI)
- Hilson Background Investigation Inventory (HBI) and Revised version (HBI-R)
- Hilson Personnel Profile/ success Quotient (HPP/ SQ)
- Hilson Management Inventory (HMI)
- Hilson Management Survey (HMS)
- Hilson Job Analysis Questionnaire (HJAQ) and Revised (HJAQ-R)
- Hilson Career Satisfaction Index (HCSI)
- Hilson Caregiver's Questionnaire (HCQ)
- Nanny Caregiver's Questionnaire (NCO)
- Hilson Personnel Sale Survey (HPSS)
- Sales Hilson Personnel Profile/ Success Quotient (SHPP)
- Hilson Applicant Survey (HAS) and Revised (HAS-R)
- Hilson Personnel Survey (HPS)
- Hilson Personal History Questionnaire (HPSQ) - hand scored
- Sill Scale Inventory (SSI) - hand scored
- Personal History Questionnaire (PHQ) - hand scored
- Hilson Adolescent Profile (HAP)
- Hilson Adolescent Profile - short version (HAP-S).

2. Software: Object code and source code of all Hilson scoring software and software related to the Hilson and IPI products, including, without limitation:
 NetAssess
 NetAssess International
 OnSitePro
 OnSitePro2

3. Domain name: www.HilsonResearch.com

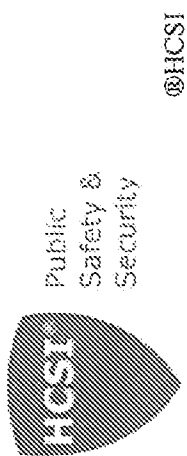
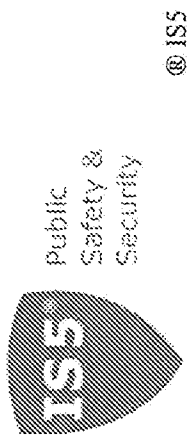
4. Trademarks:

Registered trademarks:

DocketNumber	Mark	Country	App No	App Date	Reg No	Reg Date	Status	SubStatus	Renewal
15789.0001AUJ8	IPI	Australia	934675	03-Aug-07	934675	03-Aug-07	Registered	Registered	03-Aug-17
15789.0001CA01	IPI	Canada	1358743	06-Aug-07	730421	09-Dec-08	Registered	Registered	09-Dec-23
15789.0001ET18	IPI	Community Trademark	934675	03-Aug-07	934675	03-Aug-07	Registered	Registered	03-Aug-17
15789.0001HK01	IPI	Hong Kong	300928215	06-Aug-07	300928215	06-Aug-07	Registered	Registered	05-Aug-17
15789.0001IB01	IPI	International	934675	03-Aug-07	934675	03-Aug-07	Registered	Registered	03-Aug-17
15789.0001JP18	IPI	Japan	934675	03-Aug-07	934675	05-Jun-09	Registered	Registered	03-Aug-17
15789.0001SG18	IPI	Singapore	934675	03-Aug-07	934675	03-Aug-07	Registered	Registered	03-Aug-17
15789.0001US01	IPI	United States	73/475288	13-Apr-84	1353980	13-Aug-85	Inactive	Expired	
15789.0001US02	IPI	United States	77/100260	06-Feb-07	3316579	23-Oct-07	Registered	Registered	23-Oct-17

15789.0001ZA01	IPI	South Africa	2007/17547	06-Aug-07	2007/17547	04-Jun-10	Registered	Registered	06-Aug-17
15789.0002US01	ISS	United States	74/348383	14-Jan-93	1792601	14-Sep-93	Registered	Registered	14-Sep-13
15789.0003US01	HCSI	United States	78/458997	29-Jul-04	3034850	27-Dec-05	Registered	Registered	27-Dec-15
15789.0004US01	HR	United States	78/273812	14-Jul-03	2860298	06-Jul-04	Registered	Registered	06-Jul-14
15789.0005US01	HPP/S Q	United States	78/227848	20-Mar-03	3107492	20-Jun-06	Registered	Registered	20-Jun-16

Registered trademarks (logos/ word marks):



Unregistered trademarks:

™ HBI

™ HBI-R

™ HLAP

™ HMI

™ HMS

™ HSRI

™ HTRI

™ IPI-2

™ IS2

™ IS5-R

B. PRB psychometric instrument

1. Test:

Personnel Reaction Blank (including associated scoring, norming and reports); and

2. Software:

Object code and source code of all scoring software and software related to the PRB product.

3. Trademarks:

Unregistered trademarks:

™ PRB